



**Ministry of Environment
and Food of Denmark**
Department

Tender specifications for advertising

of

*a project within the auspices of the Nordic Working Group for Climate and Air (NKL)
regarding*

**Nordic capacity-building support to LDCs and SIDS for the
implementation of the transparency framework of the Paris
Agreement**

25.07.2019

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1 TENDER SPECIFICATIONS

1.1 Introduction

These procurement documents elaborate on the advertisement at www.udbud.dk of 25.07.2019.

The procurement procedure concerns a public contract for a project of a total contract value during the course of the contract of less than DKK 1,006,628, exclusive of VAT, which is of cross-border interest. The project is advertised at udbud.dk pursuant to sections 191-192 of the Danish Public Procurement Act¹ and section 10 of Executive Order No. 1572 of 30 November 2016.

The contract is advertised as an open procedure.

All interested parties are hereby invited to submit tenders for execution of the project in accordance with the specifications in these procurement documents.

1.2 The contracting authority

The contracting authority under this procurement procedure is:

The Ministry of Environment and Food of Denmark
on behalf of the Nordic working group for Climate and Air (NKL)
Slotsholmsgade 12
1612 Copenhagen Ø
mfvm@mfvm.dk

In these tender specifications the contracting authority will henceforth be referred to as “the Contracting Authority”.

Contact: Anna Maria Gran, NKL-coordinator
E-mail address: anra@mfvm.dk

All communications must be sent by e-mail and be written in English.

In case of discrepancies between the Contracting Authority's written statements and oral declarations, the written statements shall prevail in all respects.

1.3 Description of the project

This procurement procedure comprises:

¹ Act No. 1564 of 15 December 2015

The overall objective of this contract is to provide the Nordic countries with enhanced knowledge on the type of initiatives that could be supported in order to improve the reporting capacity of especially least developed countries (LDCs) and small island developing states (SIDS) in relation to the transparency framework of the Paris Agreement (UNFCCC).

1.3.1 Background

Nationally determined contributions (NDCs) are at the heart of the Paris Agreement and the achievement of its long-term goals. NDCs embody efforts by each country to reduce national emissions and adapt to the impacts of climate change. Each NDC represents the national plans and pledges individual countries have made to meet the universal goal of keeping global temperature increases to well below 2 degrees Celsius above pre-industrial levels (while aiming for 1.5 degrees Celsius) to avoid the worst impacts of climate change. A key result of the Paris Agreement negotiations was the establishment of an enhanced transparency framework for tracking and reporting the progress of existing and future country commitments, with built-in flexibility included for developing country Parties. The framework will help Parties to collect, manage and report their efforts in a consistent manner. It will replace the current framework by the end of 2024. Biennial transparency reports are a key component of the new framework.

During COP24 in Katowice the Paris rulebook was adopted, including modalities, procedures, and guidelines for the transparency framework. The decision in Katowice means that all parties of the Paris agreement will have to fulfil the same reporting guidelines of the transparency framework, with some flexibilities related to capacity constraints. This will be a challenge for many developing countries, especially the least developed countries (LDCs) and small island developing states (SIDS).

The Nordic countries have actively pushed for an ambitious rulebook and should continue these efforts in the implementing phase. In January 2019 the Nordic Prime Ministers agreed on a Nordic declaration on carbon neutrality², and at this occasion the Nordic countries also committed themselves to intensify the focus on climate change in development cooperation. There will be a great need for transparency related projects in developing countries during the coming years. A recent overview published by the World Resources Institute and the project PACT (Dagnet, Y. N. et al 2019³) showed that there are many partnerships, initiatives, mechanisms, programmes etc. that provide support for capacity building in developing countries with regard to NDCs and monitoring, reporting and verification (MRV).

The Nordic countries need to identify the type of capacity-building projects to support. For instance, the support could focus on enhancing the capacity to carry out GHG inventories, to track progress towards mitigation and adaptation goals, or to access funding. Capacity-building efforts could target both policy development and implementation of policies. Furthermore, the Nordic countries would benefit from specific information on which regions or countries/group of countries to be targeted, and the form of support to be provided, i.e. technical support, financial contributions, or other types of capacity building efforts.

² <https://www.ym.fi/download/noname/%7B5CF4258D-8264-4F5C-8527-081CCBBF2AE2%7D/143425>

³ Dagnet, Y., Cogswell, N., Bird, N., Bouyé, M. and Rocha, M. 2019: Building capacity for the Paris Agreement's Enhanced Transparency Framework; What can we learn from countries' experiences and UNFCCC processes? Working paper. Washington, DC: Project for Advancing Climate Transparency (PACT).

The Nordic countries are significant donors of climate related official development assistance (ODA). More insight into the needs of developing countries in relation to the fulfilment of the transparency framework could inform future decisions of climate related aid projects. Therefore, it is also important to further develop the dialogue between the Nordic countries as donors and the developing countries, and to identify the needs of specific target countries or regions.

1.3.2 Project objectives

The overall objective is to provide the Nordic countries with enhanced knowledge on the type of initiatives that could be supported in order to improve the reporting capacity of especially LDCs and SIDS in relation to the transparency framework of the Paris Agreement.

The specific objectives are

- To enhance the Nordic countries' knowledge of ongoing transparency related capacity building efforts in developing countries, especially the least developed countries (LDCs) and small island developing states (SIDS).
- To identify gaps and make recommendations of Nordic capacity building efforts in developing countries that would enhance the capacity of these countries to fulfill the reporting requirements of the transparency framework. Recommendations of capacity-building efforts could include identification of ongoing projects to be further supported or suggestions of new initiatives (to be described as a result of the gap analysis).
- To inform future decisions of climate related Nordic ODA projects in developing countries, especially LDCs and SIDS.

1.3.3 Tasks

1. Carry out an initial, brief overview of ongoing capacity building efforts (projects, initiatives, networks, programmes etc.) especially in the LDCs and SIDS with regard to fulfilment of the transparency framework of the Paris Agreement. The work should:

- primarily focus on countries or group of countries where the Nordic countries are financing ongoing activities or planning and implementing aid work
- take into account projects and initiatives listed in existing overviews and mappings carried out by the main international actors such as the Partnership on transparency in the Paris agreement, CGE, CBIT, ICAT, NDC Partnership and others
- the contractor should establish existing or carry out a complementary overview of ongoing capacity-building efforts in the target countries, and if relevant, consider countries or regions where the Nordics have not yet been actively supporting aid work

2. Use the overview as an input when:

- conducting a gap analysis of the types of capacity-building activities the Nordic countries may consider to support in the coming years. In this process, the contractor may choose to arrange a stakeholder seminar or workshop primarily with Nordic actors or/and carry out interviews with relevant interest groups.
- compiling recommendations and a draft list of capacity building activities, projects or initiatives, ongoing or new, that the Nordic countries could consider to support. This information could be used by Nordic development agencies and governments when considering further financial support especially to SIDS and LDCs in the coming years.

Focus should preferably be on countries that the Nordic countries already have relations with, e.g. through development work.

It is important that the Nordic efforts in this field complement the ongoing activities by other relevant actors both when it comes to mapping of current projects and identifying new capacity building actions on the ground.

The contractor should consider questions that are relevant for both the providers and recipients of capacity-building. For instance, recommendations on potential activities, initiatives or themes to be supported by the Nordic countries should include aspects like target regions or countries, parties involved, scale, results or expected impact, and the type of capacity-building efforts to be supported (workshops, development of governance structures etc.).

1.3.4 Output and communication of project results

The project will deliver 6 outputs/written communication:

1. A short summary (one-two A4) in English by 21.10.2019 (introducing the project). The summary can be used to communicate about the project either as a press release or online.
2. A status report to the steering group by 1.12.2019. The report must be approved by the steering group before the first disbursement (25%).
3. A final report, structured according to the Nordic Council of Ministers' publishing guidelines. For more detailed technical information and information on publication prices, see the [guide for publication](#)⁴. The format will be decided when receiving the first draft report. A draft report should be presented to the steering group and/or NKL by 31.1.2020. The draft final report shall be ready for publication by 1.3.2020.
4. A two-page fact sheet with the main recommendations and at least one infographic available at the same time as the final report, 1.3.2020.
5. A PowerPoint presentation with the main results 31.1.2020.
6. A final NKL-report with accounts and an auditor's report to be approved by the NKL-group before the final disbursement. This report should be received by the NKL-group by 15.3.2020.

⁴ <https://www.norden.org/en/information/due-release-publication>

The language of all the publications as well as communication with the steering group is English, however, the final published report shall have a summary both in English and in a Scandinavian language. The translation is the responsibility of the consultant, and the costs of web publishing, translation of the summary and language check shall be included in the project budget.

The steering group and NKL will decide if the final report shall be published online by the Nordic Council of Ministers at www.norden.org. NKL will decide if the publications should be printed, when the work is completed. Costs of printing the publications will not burden the project budget.

The project should be prepared to present results to the Nordic ODA agencies.

The project should consider the option to use COP25 in December 2019 as a milestone of the project activities.

The project manager must be prepared to present the status of the project to the steering group at their meetings as a minimum according to the time schedule, to be prepared by the project manager.

1.4 Role of the steering group

A steering group will be appointed to approve milestones, directions, plans of the project and to evaluate and approve status and the final report. The group will consist of 4-5 Nordic national experts and NKL's coordinator. There will be 3-5 steering group meetings during the project. The format of the meetings is video/teleconference. The contractor will prepare agendas and minutes for all the steering group meetings and coordinate a suitable time frame for the meetings.

1.5 The contract period

The contract period is expected to be 1.10.2019 - 15.3.2020.

1.6 Procedure, suitability criteria and tender evaluation

1.6.1 Procurement procedure

In open procedures, all interested suppliers may submit tenders. The tenders received will be evaluated in two stages: the evaluation of suitability stage and the award stage.

The purpose of the evaluation of suitability is to ensure competition between tenderers that are suitable to pursue the tendered project. The evaluation of suitability will be based on the information requested in item 1.6.2, "Suitability criteria".

In the award stage, a specific evaluation is made of the tenders received, and, based on this, it is decided which tenderer is to be awarded the contract. The contract will be awarded on the basis of the award criterion stipulated in item 1.6.4.1, "Award criterion" and 1.6.4.2, "Sub criteria".

1.6.2 Suitability criteria

1.6.2.1 The legal person

The tenderer shall state clearly and unequivocally the legal person that is the tenderer and thus liable to the Contracting Authority.

1.6.2.2 Tender submitted by a consortium

If a tender is submitted by a consortium comprising several liable tenderers, the individual legal persons shall be stated clearly and unequivocally, in addition to a joint agent with whom the Contracting Authority may enter into a contract that is binding on the consortium. The participants have joint and several liability. If a consortium is awarded the contract, each member of the consortium shall issue a written statement on joint and several liability for the performance of the contract.

Participating in a consortium means that several businesses combine to jointly complete the tendered project, which might e.g. have been too large for them to complete individually. The use of sub-contractors to complete the project does not constitute a consortium.

To the extent that the tenderer is a consortium, the statements and information given below under item 1.6.2.4, "Conditions of participation", item 1.6.2.5, "The tenderer's financial and economic suitability" and item 1.6.2.6, "The tenderer's technical and/or professional suitability" shall be submitted for all members of the consortium. If the Contracting Authority demands references under item 1.6.2.6, and the Contracting Authority has determined a maximum number, the Consortium may, however, submit only the maximum number in total.

Overall, the Consortium shall be required to fulfil the minimum requirements only if such requirements have been stipulated. By way of exception, however, the consortium members' sums insured cannot be added up with a view to fulfilling the minimum requirement, if a minimum requirement for insurance cover has been stipulated. In such cases, at least one of the members or the actual consortium must be able to document their fulfilment of the minimum requirement.

1.6.2.3 Use of sub-contractors

If the tenderer intends to use sub-contractors to carry out the tendered project or elements thereof, the tenderer must state clearly and unequivocally in its tender the names of the sub-contractors as well as the elements of the project which the tenderer intends to sub-contract.

The statements and information given below shall not be submitted for sub-contractors, since the supplier is responsible and liable for the work of any sub-contractors.

1.6.2.4 Conditions of participation, the tenderer's own situation

The Contracting Authority will evaluate the tenderer's suitability to perform the tendered contract. The suitability evaluation may comprise the tenderer's own situation, financial and economic suitability and technical suitability.

1.6.2.5 The tenderer's financial and economic suitability

The tenderer shall present the following proof of its financial and economic suitability:

The business's revenue for the latest financial year in the area of activity with which the contract is concerned.

If the tenderer is unable to present the required proof, the tenderer shall seek to otherwise prove its economic and financial suitability by submitting appropriate documents. In such case, the tenderer shall refer to the circumstance relied on by the tenderer as valid grounds for not presenting the required documents.

1.6.2.6 The tenderer's technical and professional suitability

The tenderer shall enclose the following as means of proof of its technical and professional suitability:

1. The business's references. A maximum of five references shall be enclosed for projects similar to the tendered contract, which the tenderer has completed within the tendered area in the last three years as from the date of publication of the advertisement. The reference list shall include the following information:

- A brief description of the project and its relevance with respect to the tendered project;
- statement of the business that obtained the reference (this is only a requirement if the reference is based on a sub-contractor, or if it is provided in connection with a consortium);
- the contact person at the business/public institution for which the project was carried out;
- the contract period; and
- the contract value.

2. A short description of the tenderer's organisation, number of employees, professional qualifications of the employees (not CVs).

The Contracting Authority reserves the right to contact the references stated to check the content of the references stated.

1.6.3 Budget

The budget is 400 000 DKK (VAT 0%). The budget shall cover all ordinary expenses for carrying out the project as well as all related travel, meeting and publication expenses. The administrative body does not have the right to calculate overhead costs for the project.

1.6.4 Tender evaluation

1.6.4.1 Award criterion

The supplier is selected on the basis of the award criterion: best price quality ratio (the financially most advantageous tender).

1.6.4.2 *Sub-criteria*

The evaluation of the financially most advantageous tender will be based on the criteria below with the weighting stated:

- the coherence of the work plan, that is, the coherence between the objectives (as defined in this request for tenders) and the proposed activities, expected results and budget allocated to each activity (30%)
- the general competence and qualifications of project workers as well as their previous experience in the field (25%)
- the quality of Nordic and international contacts to be used in the project (25%)
- the budget, i.e. time allocated to each activity, salary per hour and other expenses (10%)
- the methods to be applied, including the clarity of the methods, their innovativeness, and the suitability of the methods for implementing the task (i.e. subject of the tender) (10%)

1.6.4.3 *Point model*

On evaluation, it is estimated how many points each tender should have for each of the quality sub-criteria, using the following absolute point scale of 1 to 9:

- 9 Best possible compliance with the criterion
- 8 Excellent/superior compliance with the criterion
- 7 Good/highly satisfactory compliance with the criterion
- 6 Above average compliance with the criterion
- 5 Average /satisfactory compliance with the criterion
- 4 Below average compliance with the criterion
- 3 Less satisfactory compliance with the criterion
- 2 Inadequate compliance with the criterion
- 1 No compliance with the criterion or minimum requirements

When the tenders have been received, a specific evaluation will be made of the tenders received, and on this basis it is decided which tenderer has submitted the financially most advantageous tender.

1.7 Tender conditions

The tenderer shall submit its tender based on these procurement documents. The final contract shall be awarded on the basis of the enclosed draft contract, cf. Appendix 1.

The procurement process is open to both international and Nordic tenderers. As this is a Nordic project, the team should understand the Nordic playing field and have a sufficient Nordic network or Nordic team members.

NKL does not require any specific format for the tenders. Nevertheless, the tender should not be longer than 20 pages and each CV should be max two pages long. Only relevant project references are to be included. The time spent for each task should be indicated by hours.

1.7.1 Tender deadline, recipient of tenders etc.

Tenders must be received by the contracting authority by 22.08.2019 at 23.59.

All the needed documents have to be delivered by this time. Any material that has arrived after the deadline shall not be taken into consideration.

The decision will be taken by the Nordic working group on Climate and Air Pollution (NKL) in September 2019. All tenderers will be informed about the results.

The project will be launched in 1.10.2019 and finished by 15.3.2020. The consultant must be prepared to present draft results of the project to the NKL group by start December 2019 and the end of January 2020.

Tenders must be sent by e-mail to mfvm@mfvm.dk

Attn. Nordic Working Group on Climate and Air (NKL)/Anna Gran
c/o Ministry of Environment and Food of Denmark, Department

The following must be entered in the subject line of the e-mail:

”Procurement procedure for: Nordic capacity-building of Paris transparency framework – not to be opened before the expiry of the tender deadline.”

In particular, it should be noted that tenders may be submitted solely to the e-mail address stated, and that any tenders received by ordinary mail and/or delivered to other email addresses will be rejected.

Tenders that are received in due time will be processed after the tender deadline. The tenderer is not admitted to attend the opening of tenders.

The tenderer is assumed to maintain its tender for a period of three months as from the tender deadline.

The Contracting Authority shall not consider the procurement procedure completed until the contract, cf. Appendix 1, has been signed by both parties. Regardless of whether the contract is

awarded to another tenderer, the tenderer shall be bound by its tender until the Contracting Authority has concluded the contract, but no longer than for the maintenance period stated above.

1.7.2 Minimum requirements for content, presentation etc. of the tender

The tender must contain the following:

1. A letter of tender clearly stating the legal person or organisation submitting the tender and any use of sub-contractors etc., cf. item 1.6.2.1, "The legal person", item 1.6.2.2, "Tender submitted by a consortium" and item 1.6.2.3, "Use of sub-contractors".
2. Documentation of the requested information concerning the tenderer's financial and economic suitability, cf. item 1.6.2.5, "The tenderer's financial and economic suitability". Documentation of the requested information concerning the tenderer's technical and professional suitability, cf. item 1.6.2.6. "The tenderer's technical and professional suitability".
3. Descriptions and documentation of the stated sub-criteria in the specified form, cf. item 1.6.4.2, "Sub-criteria".

The Contracting Authority reserves the right to correct or remedy formal errors and omissions in the tenders received in compliance with section 159(5) and (6) of the Public Procurement Act.

If the tender received contains more references than the stipulated maximum, the Contracting Authority reserves the right to contact the tenderer to request submission of a correct reference list within a short period of time determined by the Contracting Authority.

Tender prices must be stated in DKK, including duties and fees, but exclusive of VAT, cf. further information on terms of payment etc. in the draft contract, cf. Appendix 1.

1.7.3 Language

The tender and related appendices and any written questions asked during the procurement period shall be in English.

1.7.4 Contractual basis

The contract shall be concluded on the basis of the enclosed draft contract, cf. Appendix 1.

The contract establishes the obligations and rights that will be applicable between the contracting parties in relation to provision of the services comprised by this procurement procedure. It should be noted that the basic terms of the draft contract cannot be changed.

The tenderer's standard terms will not be part of the contract basis. This applies even though the tenderer encloses its own terms on submission of the tender, delivery, order confirmation or invoicing, etc. See also item 1.7.8 on reservations.

1.7.5 Cancellation

Until completion of the procurement procedure by conclusion of the final contract, the Contracting Authority reserves the right to cancel the procurement procedure and subsequently possibly carrying out a new procurement procedure, provided the reason for cancelling is not unjustified. Any cancellation will be accompanied by a letter to all tenderers stating the reason for the cancellation.

1.7.6 Costs of participation

Tenderers participate in the procurement procedure for their own account and risk, and any costs or losses incurred by tenderers are of no concern to the Contracting Authority, including if the Contracting Authority should decide to cancel the procurement procedure without awarding a contract.

1.7.7 Variants

No variants are accepted.

1.7.8 Reservations

The tenderer is not entitled to make reservations with respect to basic elements of the overall procurement documents. If the tenderer encloses standard terms, the Contracting Authority will assess whether they contain reservations regarding the procurement documents.

Reservations with respect to basic elements such as the price quoted, deadlines fixed and the draft contract will result in the tender being considered non-compliant.

If possible, any reservations not concerning basic elements of the overall procurement documents will be priced by the Contracting Authority, and such price will be added to the tenderer's tender price. The Contracting Authority is also entitled to refrain from considering these tenders, however.

Any reservations must be clearly stated.

1.8 Questions and corrections

If the tenderer deems elements of the documents and the procurement procedure to be unclear or inappropriate, the tenderer is encouraged to ask written questions to all three email addresses below:

angra@mfvm.dk

cacva@mfvm.dk

malet@mfvm.dk

Questions received no later than 5 working days before expiry of the tender deadline can be expected to be answered. The Contracting Authority will endeavour to answer all questions no later than two working days before the tender deadline.

Questions will be answered in writing. Questions, answers and any corrections will be published in an anonymous form at www.udbud.dk.

It is the tenderer's responsibility to keep current with any published questions and answers as well as corrigenda before expiry of the tender deadline, since non-conforming tenders are the tenderer's responsibility.

1.9 Confidentiality

When preparing its tender, the tenderer should be aware that documents related to the Contracting Authority's procurement procedure, including tenders received, may be comprised by rules of law on right of access to documents within public administration authorities. This means that competitors etc. may request access to documents in connection with tenders submitted. According to the practice of the Complaints Board for Public Procurement, requests for access to documents from other businesses also participating in the procurement procedure must be granted after the circumstances. However, the evaluation of such request shall take into account whether the business submitting the tender has requested that parts of the tender be kept confidential and has to that effect indicated the information/elements of the tender to be kept confidential.

If the tender contains information or elements that the tenderer wants to be excluded from right of access, the tenderer is therefore encouraged to state this in its tender. Notwithstanding the tenderer's statements about confidentiality, however, the Contracting Authority will be entitled and under an obligation to allow access to the documents to the extent this is stipulated by law. The Contracting Authority shall decide whether to allow access to documents after hearing the business for the information of which access is requested.

1.10 Schedule

The procurement procedure shall be carried out in accordance with the following schedule:

25.7.2019	Advertising at www.udbud.dk .
15.08.2019	Deadline for receiving questions, cf. item 1.8.
22.08.2019 at 23.59	Tender deadline
20.09.2019	Expected announcement of award decision.
26.09.2019	Expected award of contract.
01.10.2019	Expected entry into force of the contract.

1.11 Procurement documents

The total procurement documents consist of these procurement conditions and the following appendices:

Appendix 1: Draft contract